BILL NO. S-87-06-17

SPECIAL ORDINANCE NO. S-166-87

AN ORDINANCE approving the Contract for Lincolnshire Drainage Improvement Contract - Res. 445-87, between John Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Lincolnshire Drainage Improvement Contract - Res. 445-87, by and between John Dehner, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the Contract for Lincolnshire Drainage Improvements, is intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of Allen County, IN. Bounded on the south by Gerke Avenue, bounded on the west by Fairfield Avenue, bounded on the north by Concord Lane and bounded on the east by Harrison Street. SEWER: Beginning at a point on the northerly bank of an existing open ditch between Gerke Avenue and Southfair Court, said point being approximately 85 feet easterly of the centerline of Fairfield Ave. thence northeasterly ± 24 feet to a proposed manhole; thence northerly ± 420 feet crossing Southfair Court to a proposed manhole located at the southerly right-of-way of Millside Court. Said storm sewer shall be 12 inch, 15 inch, 18 inch, 21 inch and 24 inch in diameter with all appurtenances;

the Contract price is Forty-Nine THousand Fifty-One and 75/100 Dollars ($49,051.75), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with

the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd, seconded by Gutwein, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.S.T.

DATE: 6-9-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 8 | | | 1 | |
| BRADBURY | ✓ | | | | |
| BURNS | ✓ | | | | |
| EISBART | | | | ✓ | |
| GiaQUINTA | ✓ | | | | |
| HENRY | ✓ | | | | |
| REDD | ✓ | | | | |
| SCHMIDT | ✓ | | | | |
| STIER | ✓ | | | | |
| TALARICO | ✓ | | | | |

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. R-166-87 on the 23rd day of June, 19 87

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of June, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of June, 19 87, at the hour of 9:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Lincolnshire Drainage Improvement Contract Res. 445-87

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Lincolnshire Drainage Improvements, is intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Hal of the Southwest Quarter of Section 26, Township 30 North, Range 12 East, in Allen County, IN. Bounded on the south by Gerke Avenue, bounded on the west by Fairfield Avenue, bounded on the north by Concord Lane and bounded on the east by Harrison Street. SEWER: Beginning at a point on the northerly bank of an existing open ditch between Gerke Avenue and Southfair Court, said point being approximately 85 feet easterly of the centerline of Fairfield Ave thence northeasterly ± 24 feet to a proposed manhole; thence northerly ± 420 feet crossing Southfair Court to a proposed manhole located at the southerly right-of-way of Millside Court. Said storm sewer shall be 12 inch, 15 inch, 18 inch, 21 inch and 24 inch in diameter with all appurtenances. John Dehner, Inc. is the contractor.

D-87-06-17

EFFECT OF PASSAGE Improved sewer conditions at the above.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $49,051.75

ASSIGNED TO COMMITTEE _____

A-77-34-19
4/29/87

LINCOLNSHIRE DRAINAGE IMPROVEMENTS
RESOLUTION NO. 445-87

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana that:

The construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 26, Township 30 North, Range 12 East, in Allen County, Indiana.

Bounded on the south by Gerke Avenue, bounded on the west by Fairfield Avenue, bounded on the north by Concord Lane and bounded on the east by Harrison Street.

SEWER:

Beginning at a point on the northerly bank of an existing open ditch between Gerke Avenue and Southfair Court, said point being approximately 85 feet easterly of the centerline of Fairfield Avenue; thence northeasterly ±24 feet to a proposed manhole; thence northerly ±420 feet crossing Southfair Court to a proposed manhole located at the southerly right-of-way of Millside Court.

Said storm sewer shall be 12 inch, 15 inch, 18 inch, 21 inch and 24 inch in diameter with all appurtenances. And said sewer wiiith all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Board of Public Works and Safety of said city.

Total cost of said storm sewer improvement project shall be paid for by funds from the City of Fort Wayne Sewer Utility Fund.

The Board of Public Works and Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 29th day of April, 1987.

Board of Public Works & Safety

By: _____
Baron R. Biedenweg, Director

By: Cosette R. Simon
Cosette R. Simon, Director

By: L.D. Consalvos
Lawrence D. Consalvos, Director

ATTEST: Helen V. Gochenour
Helen Gochenour, Clerk

# BOARD OF PUBLIC WORKS and SAFETY
## INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: LINCOLNSHIRE Contract No.

Resolution No. 445-87

CONTENTS

| Check if Contained | Pages | |
|---|---|---|
| | 1 | Cover Sheet |
| XX | A/1 - A 2 | Advertisement for Bids |
| XX | I/1 - I/9 | Instructions to Bidders |
| XX | S/1 -S/2 | Schedule |
| XX | SI/1 | Schedule of Items |
| XX | SI/6 | Notes 1 and 2 |
| XX | NCA/1 | Non-Collusion Affidavit |
| XX | BB/1 | Bidder's Bond |
| XX | FS/1 | Certificate in Lieu of Financial Statement Form 96A |
| XX | PB/1-PB/2 | Specimen Form-Payment Bond |
| XX | PGB/1- 2 | Specimen Form-Perfor. & Guaranty Bond |
| XX | GP/1-GP/7 | General Provisions |
| XX | WS/1 -WS/3 | Prevailing Wage Rates-State of Indiana |
| XX | SP/1-SP/3 | Special Project Specifications |
| XX | AP/1 | Aparthied Policy |

ATTACHMENTS

| | | |
|---|---|---|
| XX | | Project Plans Drawing # SY-11184 |
| | | General Specifications and Conditions |
| | | Detail Standard Construction Standards |
| | | WPCE Department, City of Fort Wayne |
| XX | EA/1-EA/4 | Escrow Agreement |
| | RW/1 | Right-of-Way Cut Permit |
| XX | NP/1 | Notice to Proceed |
| XX | CO/1-CO/2 | Change Order - Specimen Form |
| XX | NA/1 | Notice to Award |

| DISCOUNT for PROMPT PAYMENT (See Gen. Prov) | 10 CALENDAR DAYS | 20 CALENDAR DAYS | 30 CALENDAR DAYS | OTHER |
|---|---|---|---|---|
| | ____% | ____% | ____% | ____% |

| ACKNOWLEDGEMENT of AMENDMENTS | Amendment No. 1 | Date | Amendment No. 2 | Date |
|---|---|---|---|---|
| | | | | |

**********

BID SUBMITTED

JOHN DEHNER, INC.
Contractor

By: Gregory Dehner

Its Gregory Dehner - Vice-President

Offer Date May 20, 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance ~~Union Contractor~~ J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

Casette R. Simon

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD Date 5-27-87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 5 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|---|---|---|
| 1. Copeland Trucking Co. | Ft. Wayne, In. | Trucking |
| 2. | | |
| 3. | | |

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|---|---|---|
| 1. Statewide Trucking Inc. | Ft. Wayne, In. | Hauling Material |
| 2. | | |
| 3. | | |

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor JOHN DEHNER, INC. Contractor _____

By Gregory Dehner By _____

Its Vice President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.

By _____

Its Gregory Dehner
Vice-President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

DATE 05-20-87

PROJECT NAME: LINCOLNSHIRE DRAINAGE IMPROVEMENTS SI/1

| ITEM | DESCRIPTION | UNIT | UNIT PRICE | EXTENSION |
|---|---|---|---|---|
| 1 | Borrow | 150 CY | 3.66 | 549.00 |
| 2 | Special backfill No. 53 or No. 73 | 75 CY | 19.64 | 1,473.00 |
| 3 | H.A.C. surface | 50 TON | 57.50 | 2,875.00 |
| 4 | Class "A" concrete | 1 CY | 726.00 | 726.00 |
| 5 | Class "C" concrete | 4 CY | 330.00 | 1,320.00 |
| 6 | 7" Plain concrete pavement | 100 SY | 25.00 | 2,500.00 |
| 7 | Concrete sidewalk | 100 SY | 19.49 | 1,949.00 |
| 8 | Anchor bolt joint | 50 EA | 9.90 | 495.00 |
| 9 | Mulched seeding | 1500 SY | 0.69 | 1,035.00 |
| 10 | 12" R.C.P. CL. V | 130 LF | 29.45 | 3,828.50 |
| 11 | 15" R.C.P. CL. IV | 50 LF | 30.68 | 1,534.00 |
| 12 | 18" R.C.P. CL. IV | 30 LF | 34.36 | 1,030.80 |
| 13 | 21" R.C.P. CL. IV | 410 LF | 40.95 | 16,789.50 |
| 14 | 24" C.S.P. (0.064 In. thick) | 24 LF | 50.98 | 1,223.52 |
| 15 | Pipe end section 12" | 1 EA | 224.40 | 224.40 |
| 16 | Automatic flapgate, round, 24" | 1 EA | 1,426.92 | 1,426.92 |
| 17 | Inlet type "1-C" | 4 EA | 597.96 | 2,391.84 |
| 18 | Inlet type "IV-E" | 4 EA | 839.52 | 3,358.08 |
| 19 | Manhole type "II-A" | 1 EA | 1,283.04 | 1,283.04 |
| 20 | Manhole type "I-A" | 2 EA | 811.80 | 1,623.60 |
| 21 | Manhole type "I-G" | 1 EA | 811.80 | 811.80 |
| 22 | Hand laid rip-rap | 25 SY | 17.25 | 431.25 |
| 23 | Adjust casting to grade | 2 EA | 86.25 | 172.50 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I will be (circle one):

1. Participating Member of Fort Wayne Area Plan
2. Union Contractor
3. Federal Register
4. Percentage participation Goal Statement _____%

$ 49,051.75

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

LINCOLNSHIRE DRAINAGE IMPROVEMENTS

Resolution No. 445-87

All work will be performed in accordance with: Resolution # 445-87, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF $ 49,051.75 . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 60 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liqudiated damages in the sum of $_____per day for each and everyday after ___days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $_____per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____, 198____.

Firm Name:_____

By:_____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 20th day of May, 1987.

JOHN DEHNER, INC.
Name of Corporation

By: Gregory Dehner
Vice-President Gregory Dehner

ATTEST:

Edward L. Dehner
Secretary - Edward L. Dehner

NOTE 1:

Use this form, if Cashier's Check or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for $_____ being 10% of the maximum bid herein, made payable to:

City of Fort Wayne, Indiana

the proceeds of which are to remain the absolute property of said City, if

_____
Bidder

shall not within 10 days after Notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

---

NOTE 2:

Use this form, if Bidder's Bond in an amount equal to Five (5%) percent of maximum bid herein, subject to the approval of the Board of Public Works & Safety, conditioned as follows:

That if the Board of Public works & Safety shall award

JOHN DEHNER, INC.

the contract for said work, and if JOHN DEHNER, INC.

shall enter into a contract and furnish a 100% performance bond as required within ten (10) says from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

## NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

_____
Gregory Dehner
_____

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 20th day of May, 1987.

My Commision Expires:

September 8, 1987

_____
Notary Public Richard E. Ensley
Resident of Allen County

**********

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

**********

Subscribed and sworn to before me by _____ this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) JOHN DEHNER, INC. as Principal

and UNITED STATES FIDELITY AND GUARANTY COMPANY

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID ($ 5% of Bid ) Dollars, to be paid City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Ft. Wayne, Indiana this 20th day of May, 1987.

The condition of this obligation is such that if the accompanying bid or proposal of JOHN DEHNER, INC. made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 20th day of May, 1987.

JOHN DEHNER, INC.

Principal

Gregory Dehner - Vice-President

*If signed by an agent appropriate power of attorney shall be attached.

UNITED STATES FIDELITY AND GUARANTY CO.

Surety* Attorney-in-fact

CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 97796

***Know all Men by these Presents:***

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

***In Witness Whereof***, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
*Vice-President.*

(SEAL)

(Signed) John A. Umberger
*Assistant Secretary.*

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.86..

(SEAL) (Signed) Margaret M. Hurst
*Notary Public.*

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

***In Testimony Whereof***, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
*Clerk of the Circuit Court for Baltimore City.*



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# CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Dehner, the Vice-President (Position), of JOHN DEHNER, INC. (Company)

hereby certify:

1. That the Financial Statement of said company, dated the 31st day of December 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: May 20, 1987

Signature

Gregory Dehner
Vice-President

Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 20th day of May, 1987.

Notary Public Richard E. Ensley
Resident of Allen County

My Commission Expires:

September 8, 1987

## CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of JOHN DEHNER, INC. _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of JOHN DEHNER, INC. _____, that JOHN DEHNER, INC. _____ does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 20th day of May, 1987.

JOHN DEHNER, INC.
(Name of Bidder/Vendor)

Gregory Dehner
(Name and Title of Person Signing)
Gregory Dehner - Vice-President

AP/1

BID TAB DATE: May 21, 1987

PROJECT: LINCOLNSHIRE DRAINAGE IMPROVEMENTS RES. NO: 445-87

| ITEM NO. | ITEM | QUANTITY | UNIT | UNIT COST ($) | AMOUNT ($) | BIDDER JOHN UNIT CO ($) |
|---|---|---|---|---|---|---|
| 1 | Borrow | 150 | CY | 10.00 | 1500.00 | 3.6 |
| 2 | Special Backfill No. 53 or No. 73 | 75 | CY | 12.00 | 900.00 | 19.6 |
| 3 | H.A.C. Surface | 50 | TN | 40.00 | 2000.00 | 57.5 |
| 4 | Class "A" Concrete | 1 | CY | 250.00 | 250.00 | 726.0 |
| 5 | Class "C" Concrete | 4 | CY | 160.00 | 640.00 | 330.0 |
| 6 | 7" Plain Concrete Pavement | 100 | SY | 30.00 | 3000.00 | 25.0 |
| 7 | Concrete Sidewalk | 100 | SY | 18.00 | 1800.00 | 19.4 |
| 8 | Anchor Bolt Joint | 50 | EA | 10.00 | 500.00 | 9.9 |
| 9 | Mulched Seeding | 1500 | SY | 1.00 | 1500.00 | 0.6 |
| 10 | 12" R.C.P. Class V | 130 | LF | 25.00 | 3250.00 | 29.4 |
| 11 | 15" R.C.P. Class IV | 50 | LF | 28.00 | 1400.00 | 30.6 |
| 12 | 18" R.C.P. Class IV | 30 | LF | 30.00 | 900.00 | 34.3 |
| 13 | 21" R.C.P. Class IV | 410 | LF | 32.00 | 13120.00 | 40.9 |
| 14 | 24" C.S.P. (0.064 In. thick) | 24 | LF | 30.00 | 720.00 | 50.9 |
| 15 | Pipe End Section 12" | 1 | EA | 150.00 | 150.00 | 224.4 |
| 16 | Automatic Flapgate, round, 24" | 1 | EA | 650.00 | 650.00 | 1428.9 |
| 17 | Inlet Type "I-C" | 4 | EA | 800.00 | 3200.00 | 597.9 |
| 18 | Inlet Type "IV-E" | 4 | EA | 900.00 | 3600.00 | 839.5 |
| 19 | Manhole Type "II-A" | 1 | EA | 1600.00 | 1600.00 | 1283.0 |
| 20 | Manhole Type "I-A" | 2 | EA | 1200.00 | 2400.00 | 811.9 |
| 21 | Manhole Type "I-B" | 1 | EA | 1200.00 | 1200.00 | 811.9 |
| 22 | Hand Laid Rip-Rap | 25 | SY | 25.00 | 625.00 | 17.2 |
| 23 | Adjust Casting to Grade | 2 | EA | 200.00 | 400.00 | 85.2 |
| | | | | TOTAL: | $45,305.00 | TOTAL: |

% over
% under

# UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

## PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

**KNOW ALL MEN BY THESE PRESENTS:**

That JOHN DEHNER, INC. as Principal, hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works and Safety as Obligee, hereinafter called Owner, in the amount of Forty Nine Thousand, Fifty One and 75/100---------- Dollars ($49,051.75), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Contractor has by written agreement dated May 27 19 87 entered into a contract with Owner for

Res. 445-1987; Lincolnshire Storm Sewer

in accordance with drawings and specifications prepared by (Here insert full name, title and address), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 27th day of May, 1987

In the presence of:

R. E. Ensley
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Kundra
(Witness)

JOHN DEHNER, INC.

By Gregory Dehner (Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Diane [illegible] (Seal)
Attorney-in-Fact

Contract 311 (2-70)

BILL NO. S-87-06-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for Lincolnshire Drainage Improvement Contract - Res. 445-87, between John Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

| YES | | NO |
|---|---|---|
| Charles B. Redd | CHARLES B. REDD<br>CHAIRMAN | |
| | PAUL M. BURNS<br>VICE CHAIRMAN | |
| Thomas C. Henry | THOMAS C. HENRY | |
| | BEN A. EISBART | |
| Samuel J. Talarico | SAMUEL J. TALARICO | |

CONCURRED IN 6-23-87

SANDRA E. KENNEDY
CITY CLERK